

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLVTZ, Inc. d/b/a Levitz Furniture		12/04/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HILCO MERCHANT RESOURCES, LLC, as agent for joint venture composed of HILCO MERCHANT RESOURCES, LLC, HRE HOLDINGS, LLC, TIGER CAPITAL GROUP, LLC, SB CAPITAL GROUP, LLC, PLANNED FURNITURE PROMOTIONS, INC. and KIMCO REALTY SERVICES, INC.		
Street Address:	5 Revere Drive, Suite 206		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	78239632	FEEL THE LOVE	
Registration Number:	2484713	@ MY PLACE	
Registration Number:	1803479	ROOMS FOR LESS	
Registration Number:	0969828	LEVITZ	
Serial Number:	76491523	YOU'LL LOVE IT AT LEVITZ	
Registration Number:	1798293	SEAMAN'S	
Registration Number:	1816230	SEE SEAMAN'S FIRST	
Registration Number:	1824758	THE PACKAGE	
Registration Number:	2125211	THE SENSIBLE WAY TO A BEAUTIFUL HOME!	
Registration Number:	1922052	JOHN M. SMYTH'S HOMEMAKERS	
CORRESPONDENCE DATA			

CH \$265.00 78239632

900095808

TRADEMARK
REEL: 003691 FRAME: 0654

Fax Number: (212)755-7306

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-326-3717

Email: krsmith@jonesday.com

Correspondent Name: Nancy A. Zoubek, Jones Day

Address Line 1: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

052322-605004

NAME OF SUBMITTER:

Nancy A. Zoubek

Signature:

/Nancy A. Zoubek/

Date:

01/08/2008

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") shall be effective as of December 4, 2007 (the "**Effective Date**") by and between PLVTZ, Inc. d/b/a Levitz Furniture, a Delaware corporation (the "**Assignor**") and a joint venture formed by HILCO MERCHANT RESOURCES, LLC, an Delaware limited liability company, HRE HOLDINGS, LLC, an Delaware limited liability company, TIGER CAPITAL GROUP, LLC, an Massachusetts limited liability company, SB CAPITAL GROUP, LLC, an Delaware limited liability company, PLANNED FURNITURE PROMOTIONS, INC., a limited liability company, and KIMCO REALTY SERVICES, INC., a corporation (collectively "**Assignee**").

WITNESSETH:

WHEREAS, Assignor is the owner of certain intellectual property listed in **Exhibit A**;

WHEREAS, Assignor filed a chapter 11 case in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") on November 8, 2007;

WHEREAS, pursuant to that certain Agreement between Assignor, Assignee and General Electric Capital Corporation, dated as of November 29, 2007 (the "**Purchase Agreement**"), Assignor has agreed to assign and has assigned to Assignee certain intellectual property, including the specific intellectual property set forth in **Exhibit A**, along with any and all goodwill relating thereto (the "**IP**"); and

WHEREAS, on December 4, 2007, the Bankruptcy Court issued and entered an order, *inter alia*, approving Assignor's performance under the Purchase Agreement;

WHEREAS, Assignor and Assignee have agreed to enter into this Agreement as further evidence of Assignor's assignment of its rights in and to the IP pursuant to the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor's entire right, title, and interest worldwide in and to the IP, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. **Further Assurances.** From and after the Effective Date, Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid assignee or its successors in interest in enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.

3. **Power of Attorney.** From and after the Effective Date, Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable, subject in all respects to the terms of the Purchase Agreement. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but of all which together shall constitute one instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

PLVTZ, Inc. d/b/a Levitz Furniture

HILCO MERCANT RESOURCES, LLC
For Agent

By: Laurence J. Zignell CEO
Name: _____
Title: _____

Date: 12/12/07

By: _____
Name: Joseph Malfitano
Title: Vice President, Assistant
General Counsel and
Member
Date: _____

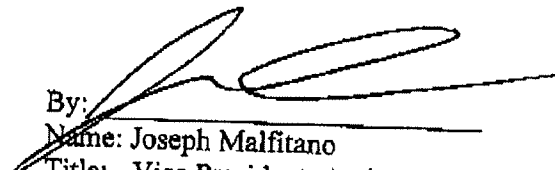
IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

PLVTZ, Inc. d/b/a Levitz Furniture

HILCO MERCANT RESOURCES, LLC
For Agent

By: _____
Name: _____
Title: _____

Date: _____

By: 
Name: Joseph Malfitano
Title: Vice President, Assistant
General Counsel and
Member

Date: 12/11/07

EXHIBIT A
INTELLECTUAL PROPERTY

{00312375.DOC;}

PLVTZ, INC.

INTELLECTUAL PROPERTY

Trademarks

Registered Owner	U.S. Service Mark/ Trademark Description	Registration or Application Number (Serial No.)	Registration or Application Date (Date Filed)	Expiration Date
PLVTZ,LLC	"Feel the Love"	78239632	04/18/03	06/27/2012
PLVTZ,LLC	"@ My Place"	2484713	09/04/01	09/04/2007

PLVTZ,LLC	"Rooms For Less"	1803479	11/09/93	11/09/2013
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PLVTZ,LLC	"Levitz"	0969828	10/02/73	02/21/2016
PLVTZ,LLC	"You'll love it at Levitz"	76491523	02/21/03	12/30/2009

PLVTZ,LLC	"Seaman's"	1798293	10/12/93	10/12/2014
PLVTZ,LLC	"See Seaman's First"	1816230	01/11/94	01/11/2014
PLVTZ,LLC	"The Package"	1824758	03/01/94	03/01/2014
PLVTZ,LLC	"The Sensible Way To A Beautiful Home!"	2125211	12/30/97	12/30/07
PLVTZ,LLC	"John M. Smyth's Homemakers"	1922052	09/26/95	09/26/2015